Exhibit 50



corporate and investment banking

November 6, 2006

Brittany Sharpton 3910 Irving Street, #609 Philadelphia, PA 19104

Dear Brittany:

We are delighted to extend you an offer to join the Public Finance group within the Global Capital Markets Division of Citigroup Corporate & Investment Banking (CIB) as a Financial Analyst in the Analyst Class of 2007.

Your starting salary, paid as a semi-monthly amount, will be \$2,500.00, annualized to \$60,000.00. You will also be eligible to receive an annual discretionary incentive bonus that will be based on your performance, the performance of the Global Capital Markets group and the CIB, and the performance of Citigroup. A discretionary bonus, if any, will be paid to you provided you are still employed at the time the bonus is paid. Your expected start date will be in July 2007 and the Financial Analyst Program ends June 30, 2009. Your continued employment is contingent upon your overall satisfactory performance during the Training Program including passing all exams administered during this time.

You will receive a lump-sum relocation payment of \$10,000.00, less applicable withholding tax, to cover moving, storage of household goods, temporary housing, and miscellaneous moving expenses during the first quarter of 2007. If for any reason you leave the Firm within the first 12 months of your employment, you must return a prorated portion of this relocation allowance on your last day of employment. In order for you to receive this payment should you accept, you must complete and return the "NewHire/ ReHire" form enclosed.

Notwithstanding the above, nothing herein constitutes an offer of employment for any definite period of time. The employment relationship is "at will" which affords either party the right to terminate the relationship at any time for no reason or any reason not otherwise prohibited by law.

CIB offers a comprehensive employee benefits program, which includes medical and dental coverage, life insurance, disability insurance, retirement plan, and 401(k) savings plan. Detailed information on benefits and employment forms will be sent to you shortly before your start date.

This offer of employment is contingent upon successful completion of the following: credit and criminal background checks, employment and education verifications, and a drug-screening test. You must provide proof of citizenship or the appropriate right to work documentation and complete an "I-9 form" no later than three days after your employment commences. This is a requirement of the Immigration and Reform and Control Act of 1986. The drug-screening test must be completed prior to your employment. Please contact Gina Lopez at (212) 723-9536 to schedule an appointment for the drug screening as well as new employee processing about a month before your scheduled start date. On or before your start date, please provide us with an official copy of your college transcript.

As an Employee of the Capital Markets Division, you will be required to complete training in several of CIB's key policies. The topics of the training include "Anti-Tying" and "Structured Finance/Complex Transactions". Shortly after your start date, you will receive an email notifying you of how to access the Firm's Web-based training and separate URLS for each topic. Your failure to complete the web-based training within 30 days after your first day of employment may subject you to disciplinary action, up to and including termination of employment.

In accordance with Firm policy, and based on your intended job function, you are expected to obtain the Series 52 by December 31, 2007, and Series 63 thereafter, and be registered in the appropriate state(s) (e.g., if your home state is New York). Until you obtain these licenses and you are registered in the appropriate state(s), you are not permitted to communicate directly with clients or potential clients unless another properly registered Firm employee



Global Capital Markets 390 Greenwich Street

New York, NY 10013 Fax 212-723-8605

4th Floor

is present or on the telephone with you. You must inform your hiring manager of the date that you obtained the Series 52 and Series 63 licenses. Please be aware, your employment is contingent upon taking and passing these licensing exams within the specified timeframe if you do not already hold all of these licenses.

Throughout your employment you will be subject to CIB's Principles of Employment, the Employee Handbook, the Code of Conduct and Statement of Business Practices, as well as other applicable policies and procedures that may be in effect from time to time.

You agree that upon termination of your employment, you will immediately surrender to CIB all Firm equipment and your employee ID as well as all customer or client lists, all books, records, documents, and other information in your possession which relate to the Firm's customers or business.

During the one-year following your termination of employment, you agree that you will not directly or indirectly solicit or induce any employee of CIB, its parent, affiliates or subsidiaries, to terminate their employment with the CIB and become employed by a competitor.

You also agree that during your employment you may have access to or acquire client, competitive and other business information from CIB or from its employees, clients or customers that is unique and which cannot be lawfully duplicated or easily acquired. You understand and agree that you have a continuing obligation not to use, publish or otherwise disclose either during or after your employment with CIB, except in the furtherance of CIB's business, any trade secrets, confidential or proprietary information belonging to, or concerning or referring to CIB, or any client or customer of CIB. You acknowledge that should you breach this provision, CIB will suffer immediate and irreparable harm and that money damages will be inadequate relief. Therefore, you agree that CIB will be entitled to injunctive relief to enforce this paragraph and you consent to issuance by court of competent paragraph.

You agree to keep secret, strictly confidential in whole or in part, the terms of this agreement and further agree not to disclose these Terms of Employment to any person or entity except as required by law or legal process and except for disclosure to your attorneys, accountants, and immediate family.

Any controversy or dispute arising out of this agreement or relating to your employment with or separation from CIB will be resolved in accordance with CIB's Employment Arbitration Policy, as described in the Principle's of Employment (Rider A) which is incorporated herein by reference.

This letter describes CIB's offer of employment. Any other documents, discussions, or agreements that you may have had with us are not part of our offer unless they are described in this letter and in the attached CIB Principles of Employment both of which you must read carefully, sign, and return as part of accepting our offer. This letter and the Principles of Employment may not be modified except by another written agreement signed by both you and CIB.

In the event that any provision of this letter shall be determined to be invalid or unenforceable, in whole or in part, the remaining provisions of this letter shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by law.

You must acknowledge your acceptance of this offer by signing and returning to me this letter and the Principles of Employment by no later than November 17, 2006, otherwise this offer is withdrawn.

We are confident that CIB can offer you a challenging and rewarding opportunity and look forward to having you join our Firm. If you have any questions, please do not hesitate to call me.

Sincerely,

Deirdre Flynn

Senior Vice President

Capital Markets Human Resources

I hereby accept CIB's offer of employment:

Name

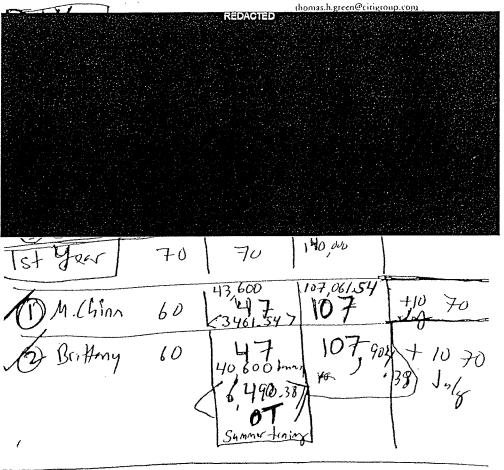
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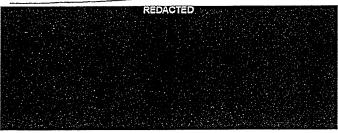
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Social Security Number



Thomas H. Green Managing Director Public Finance Department Municipal Securities Division Tel 617 346 9253

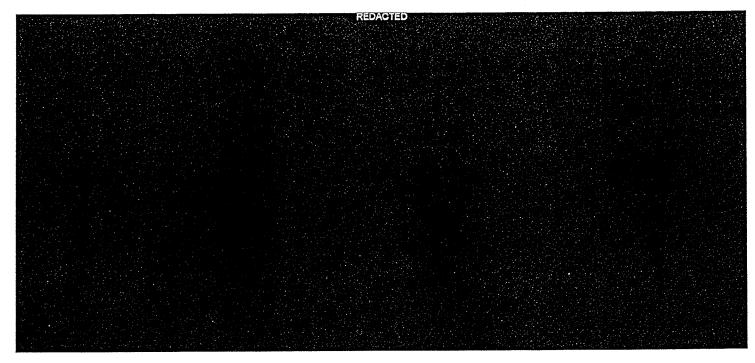




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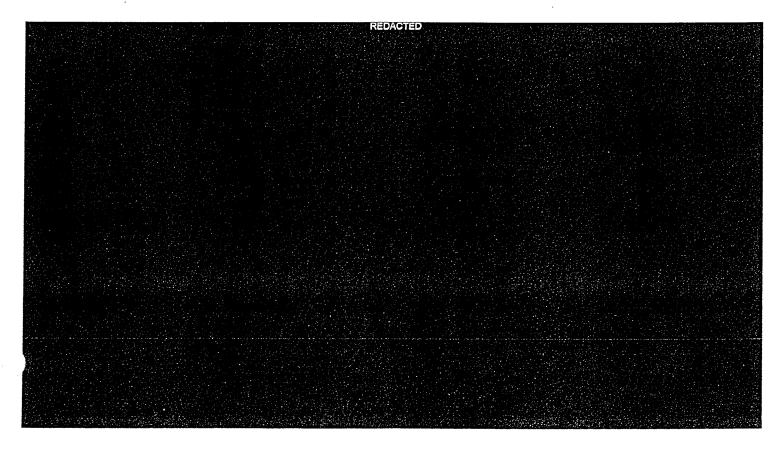
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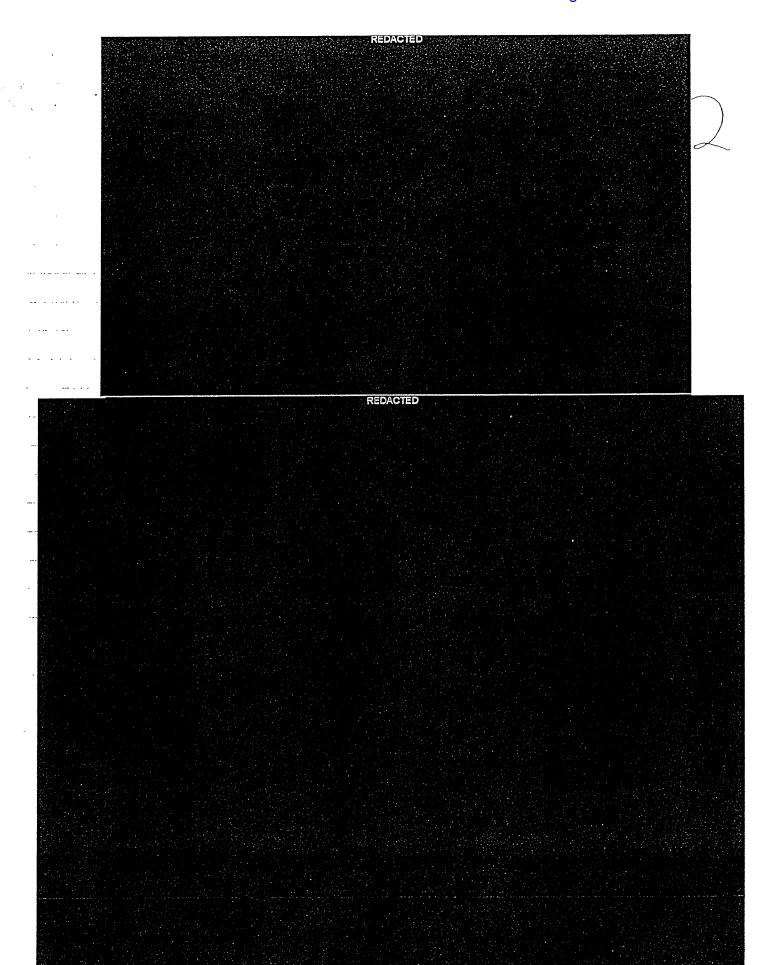
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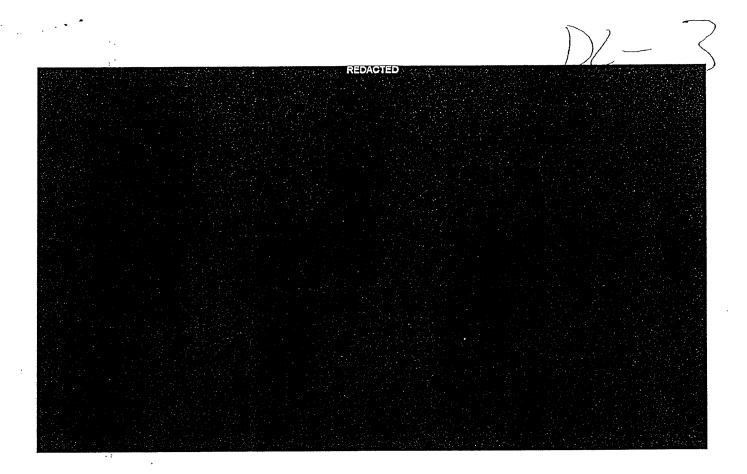
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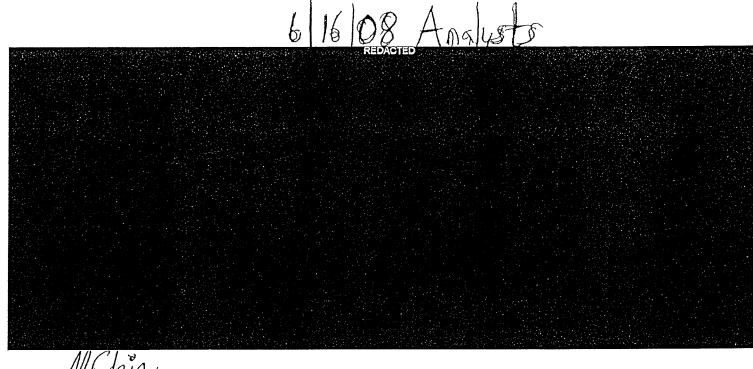
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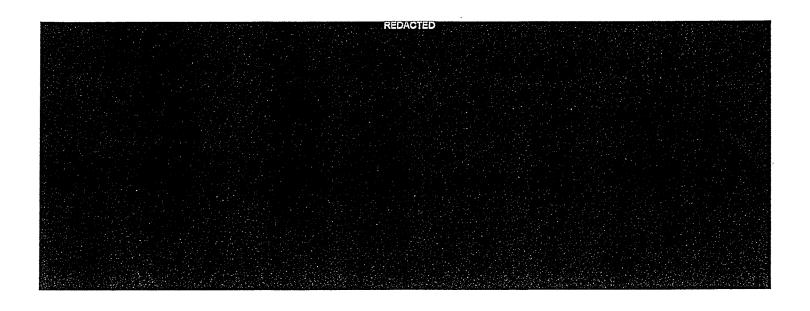
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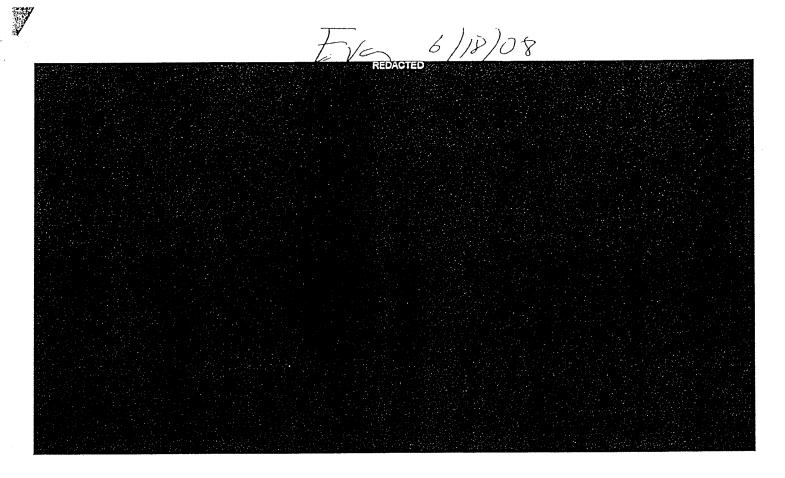
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